



MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

MANAGEMENT SERVICES DIVISION

YEAR 2010
PROFESSIONAL SERVICE CONTRACTS GUIDELINES
PROGRAM AND TECHNICAL REQUIREMENTS

Issued July 27, 2009
Proposal due date, September 4, 2009



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Milwaukee County

July, 2009

To: Firms, Individuals and other Interested Parties

The Milwaukee County Department of Health and Human Services (DHHS) invites firms, individuals and other interested parties to participate in the **Request for Proposal (RFP) process** for Professional Services Agreements by submitting applications for management, technical and accounting services under Professional Services Agreements in 2010. Please refer to the Program Requirements contained in the *Year 2010 Professional Services Agreement Guidelines* for a full description of professional services required. The Department welcomes new prospective vendors to participate in this RFP process.

Application materials (*Program and Technical Requirement Guidelines*) will only be available in electronic format. CD-ROMs may be picked up between 8:30 AM to 4:30 PM, beginning **Monday, July 27, 2009** at the Milwaukee County Marcia P. Coggs Human Services Center, Room 109, 1220 West Vliet Street, Milwaukee WI 53205. Materials may also be downloaded from:

<http://county.milwaukee.org/RFPInformation111327.htm>

Two (2) question and answer sessions (pre-Proposal conferences) will be held to discuss the application guidelines and to assist applicants in completing proposals. The meetings have been scheduled for the following times and locations:

Tuesday, August 11, 2009

4:00 p.m.

Mill Road Library

6431 North 76th Street

Milwaukee, WI 53223

Wednesday, August 12, 2009

4:00 p.m.

Bay View Library

2566 South Kinnickinnic Avenue

Milwaukee, WI 53207

All applications for funding in response to this RFP must be received by the Department of Health and Human Services no later than 4:30 p.m. on **Friday, September 4, 2009**.

No extensions will be granted for submission of proposals unless approved by the Director of the Department of Health and Human Services and the County Board Policy Committee.

Applications may be mailed or delivered to:

**Marcia P. Coggs Human Services Center
Attention: Dennis Buesing
Room 109
1220 West Vliet Street
Milwaukee, WI 53205**

Following the application review process outlined in the *Professional Services Guidelines Program and Technical Requirements*, contract award recommendations may be presented for approval to the County Board Committee on Health and Human Needs, depending upon the amount of the contract award. The County Board of Supervisors may modify or reject the funding recommendations and the County Executive may veto, in part, or whole, the County Board's action.

To receive further information or assistance, please contact the following persons:

Information about the professional service:

Dennis Buesing, Contract Administrator, (414) 289-5853

Technical Requirements (questions about application requirements):

Judy Roemer-Muniz, Management Services, (414) 289-6692

Wes Albinger, Management Services, (414) 289-5871

Thank you for your interest in the Milwaukee County Department of Health and Human Services RFP process.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Marks", followed by a horizontal line extending to the right.

Lisa Marks

Interim Director

Milwaukee County Department of Health and Human Services

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MANAGEMENT SERVICES

SECTION 1

INTRODUCTION

INTRODUCTION

Welcome to the Year 2010 Professional Services Contract's Request for Proposal (RFP) process. The technical requirements set forth in these guidelines apply to proposals submitted for funding programs under the Department of Health and Human Services (DHHS) Management Services Division. The programs for bid are described in Section 5 of this booklet.

The Department of Health and Human Services' Request for Proposal (RFP) process begins with the mailing of an 'Interested Parties' letter to all current contractors and interested parties on the Department of Health and Human Services (DHHS) mailing list maintained by Contract Administration, and, the publication of media announcements in five community newspapers.

Applications will be accepted **only** for the programs described as accepting applications in Section 5 of this document. The APPLICATION FORMAT information is organized into SEVEN (7) separate sections, each of which contains items to be submitted in the application. Instructions and forms are included in each section; forms can also be found on the Contract Administration web page at:

<http://www.county.milwaukee.gov/RFPInformation111327.htm>

Updates and revisions to this and other RFP related publications will occur through the application deadline, and can be viewed at:

<http://county.milwaukee.org/Corrections22671.htm>

This site should be checked frequently, as it is the responsibility of the applicant to respond to all requirements as they appear in the posted revisions.

ALL APPLICATIONS WILL BE EVALUATED AS DESCRIBED IN THE "OVERVIEW OF PROPOSAL REVIEW PROCESS" FOUND AT PART 3 OF SECTION 4, TECHNICAL REQUIREMENTS

MANAGEMENT SERVICES

SECTION 2

RFP INFORMATION

SECTION 2,_RFP INFORMATION

The Manager for this RFP is Dennis Buesing

Address:

Dennis Buesing, Contract Administrator
Milwaukee County Department of Health and Human Services
1220 W Vliet Street, Ste 109
Milwaukee, WI 53205
Tel. 414-289-5853
Fax. 414-289-5874
Email: dennis.buesing@milwcnty.com

INQUIRIES, QUESTIONS AND RFP ADDENDA

Proposers are expected to raise any questions they have concerning the RFP and appendices (if any) during this process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer must immediately notify the RFP Manager of such error and request modification or clarification of the RFP.

Proposers must submit their questions via email to dhhsca@milwcnty.com) on or before **August 5th, 2009**. **All questions must cite the appropriate RFP Section and Part number if applicable.** In addition, all questions should be submitted to dennis.buesing@milwcnty.com via email.

It is the intent of the County that these questions will be answered and posted on: <http://county.milwaukee.org/RFPInformation111327.htm> on or before **August 21, 2009**.

In the event that a Proposer attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than Dennis Buesing or other Persons mentioned as Contacts in the Interested Parties letter (refer to page i above) on any matter related to the proposal, the Proposer may be disqualified.

If a Proposer discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the Proposer's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a Contract containing the RFP provision(s) in question, the Proposer must immediately notify Dennis Buesing in writing requesting modification or clarification of the proposal request.

No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website:

<http://county.milwaukee.org/Corrections22671.htm>

Proposers must check the website for posted addenda; they are encouraged to check daily.

If, prior to the date fixed for the submission of bids/proposals, a Proposer fails to notify Purchaser of an error about which it knew or should have known, and if a Contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The provisions of the bid/proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

REASONABLE ACCOMMODATIONS

The County will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities upon request. If the Proposer needs accommodations, please contact the RFP Manager.

ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the table below titled "RFP Schedule." In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing an addendum to this RFP **which will be posted to Website at:**

<http://county.milwaukee.org/Corrections22671.htm>.

Proposals are due by **4:30 PM CST on September 4, 2009.**

RFP Schedule

RFP Milestones	Completion Dates
RFP issue date	July 27 th , 2009
Written question submission date	August 5 th , 2009
1st Question and Answer Session (Pre-bid Conference)	August 11 th , 2009; 4 PM
2nd Question and Answer Session (Pre-bid Conference)	August 12 th , 2009; 4 PM
Written Q&A posted to website	August 21 st , 2009
Written Proposals due	September 4 th , 2009; 4:30 PM CST

SUBMITTING THE PROPOSAL

All applications for funding **must be received** by the DHHS **no later than 4:30 p.m. on Friday, September 4th, 2009.** Late proposals will be rejected. Applications for all DHHS divisions must be mailed or delivered to: Milwaukee County DHHS, Contract Administration, 1220 West Vliet Street, Suite 109, Milwaukee WI 53205.

All applications must be typed using the format and the forms presented in this booklet, the DHHS website, or the CD-ROM. All pages are to be numbered chronologically, with each requested item on a separate page. **WITH RARE EXCEPTION, ALL SUBMISSION REQUIREMENTS APPLY TO ALL PROGRAMS.** If there is any question about the applicability of a particular submission item, contact the Technical Requirements contact person (p. 3) affiliated with the Division with which you are applying. In cases in which an item is determined **not** to be applicable, include a separate page in the appropriate place indicating this is the case and with whom you spoke. If a separate page is **not** included with this information and the item is **not** submitted with the application, it will be considered an omission. Points will be deducted during the proposal scoring process for all omissions, and depending upon which items are missing, the entire application may be removed from consideration.

Vendors applying for **programs up for competitive, panel review**: One original plus **four** copies of the complete application for each program must be submitted on three-hole punched paper for each program for which funding is requested. **A list of programs up for competitive, panel review can be found in Section 5, Program Requirements.**

Please note that vendors who are currently in a multi-year contract cycle have different submission requirements.

The County reserves the right to amend or withdraw this RFP at any time without notice or penalty. If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:

<http://county.milwaukee.org/Corrections22671.htm>.

If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. Therefore, the **County encourages all Proposers to access the RFP on the County website daily** to ensure that Proposer is kept up-to-date on any and all changes to the RFP.

MODIFICATION OF PROPOSAL

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time.

To accomplish this, a written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the closing date and time.

INCURRING COSTS

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions, face-to-face interviews, presentations or negotiations of the Contract.

RENEWAL/DATES OF PERFORMANCE

Contractor shall begin work on January 1, 2010 and terminate December 31, 2010, unless the Contract is otherwise renewed or extended.

DHHS shall have the option of extending any contract for two additional one-year periods under the same, or modified, terms and conditions, and upon mutual consent of DHHS and the Contractor.

Obligations of DHHS shall cease immediately and without penalty or further payment being required, if in any fiscal year, DHHS, state, or federal funding sources fail to appropriate or otherwise make available adequate funds for any contract resulting from this RFP.

MISCELLANEOUS

The Contractor shall agree that the Contract and RFP shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin and will be under Jurisdictions of Milwaukee Courts.

RFP Document: Applications submitted by an agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted is placed in an agency master file that becomes part of the contract with the Milwaukee County Department of Health and Human Services (DHHS). Successful application material becomes public information and is subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application is considered a "draft" and is not subject to the open records law except to appellant(s) to the award, subject to the proprietary information restriction as detailed below.

Disadvantaged Business Enterprise Utilization DHHS has set a goal of 17% participation of Disadvantaged Business Enterprises (DBEs) in all Professional Services Contracts. Applicable Milwaukee County DBE forms included with this RFP in Section 6 must be completed, signed and submitted with each proposal. For more information, contact the Community Business Development Partners office at 278-5248.

Please note: If you are certified as a DBE vendor, subcontracting with a DBE is not a requirement. Please include a copy of your certification with your application.

PROPRIETARY INFORMATION:

Any restriction on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of the Milwaukee County Department of Health and Human Services.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form. (Attachment #A) Confidential information must be labeled as such. Costs (pricing) always becomes public information when proposals are opened, and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the proposal submitted.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the 2010 Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are open, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

MANAGEMENT SERVICES

SECTION 3

PROPOSAL SELECTION AND AWARD PROCESS

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1 PROPOSAL SCORING AND SELECTION PROCESS

All proposals will first be reviewed by the RFP Manager and/or his representative to determine if 1) all “Technical Requirements” have been met; 2) the Proposals contain the required forms properly completed; and 3) submittal requirements are met. Failure to submit specified forms and follow submittal requirements may result in the proposal being rejected. **Failure to meet “Technical Requirements” or any terms and conditions will result in the Proposal being rejected.** In the event that none of the Proposals meet one or more of the specified requirements, the County reserves the right to continue the evaluation of Proposals and to select the proposals that most closely meet the requirements specified in this RFP.

Proposals that do not comply with instructions or are unable to comply with specifications contained in this Request for Proposal may be rejected by Milwaukee County. Milwaukee County may request reports on an applicant’s financial stability, which may be substantiated by a least three years of practice as a firm or business, and if financial stability is not substantiated, Milwaukee County may reject an applicant’s proposal. Milwaukee County retains the right to accept or reject any or all Requests for proposals, or accepts or rejects any part of a proposal deemed to be in the best interest of Milwaukee County. Milwaukee County shall be the sole judge as to compliance with the instructions contained in this Request for Proposal.

REQUEST FOR PROPOSAL EVALUATION:

Accepted proposals will be evaluated by the respective Milwaukee County Health and Human Services Division(s). A panel of county staff will be composed to verify that the proposals meet all specified requirements. This verification may include requesting reports on the applicant’s financial stability, conducting demonstrations of applicant’s proposed products and services, and reviewing results of past awards to the applicant by Milwaukee County or other purchasers. Accepted proposals will be reviewed by an Evaluation Panel and scored against the stated criteria (Section 3.2). **A Proposer may not contact any member of the review Committee except at the RFP Manager’s direction.** A Proposer’s unauthorized contact of a panel member shall be grounds for immediate disqualification of the Proposer’s proposal. The panel may review and contact references, obtain other third party reports, and use the results in scoring the proposals. However, the County reserves the right to make a final selection based solely upon evaluation of the written proposals should it find it to be in its best interest to do so.

Proposals are evaluated against the evaluation criteria listed in Section 3.2. Evaluators’ scores are presented to division administrator(s), who may, or may not recommend the highest scoring proposal(s) to the Standing Committee on Health and Human Needs. The Milwaukee County Board of Supervisors may modify or reject the department’s recommendations and ask for reevaluation of proposal(s), or require a reissuance of the RFP for the program(s) being recommended. The County Executive may veto, in part or in whole, the County Board’s action.

The Evaluation Panel will be the sole determiner of the evaluation points to be assigned.

The determination whether any proposal by a Proposer does or does not conform to the conditions and specifications of this RFP is the responsibility of the RFP Manager.

The Review Panel has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. The Review Panel may conduct face-to-face interviews with Proposers or ask for oral presentations to supplement written proposal, if it will assist evaluation procedure. Such determination for oral presentation can be made after initial review and ranking of the proposals based on the criteria outlined in the RFP. However, the County is not required to interview Proposers and reserves the right to make a final selection based solely upon evaluation of the written proposals should it find it to be in its best interest to do so.

The Proposer is responsible for any proposal inaccuracies, including errors in the Proposer's Cost Proposal and any best and final offer (if applicable). The County reserves the right to reject proposals that contain errors or, at its sole discretion, waive disqualifying errors or gain clarification from a Proposer, in the event that it is in the best interest of the County to do so.

The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

3.2 EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated per process and criteria detailed in Part 3 of the Technical Requirements (Section 4).

3.3 RIGHT TO REJECT PROPOSALS

The County reserves the right to reject any and all proposals. This RFP does not commit the County to award a contract, or contracts.

3.4 NOTICE OF INTENT TO AWARD

All Proposers who respond to this RFP will be notified in writing of the County's intent to award a contract(s) as a result of this RFP. **A "Notification of Intent to Award" a contract does not constitute an actual award of a contract, nor does it confer any contractual rights or rights to enter into a contract with the County.**

After Notification of the Intent to Award is made, copies of all proposals will be made available for other Proposer's inspection subject to proprietary information exclusion mentioned in Section 2. Any such inspection will be conducted under the supervision of County staff. Copies of proposals will be made available for inspection for five working days from the date of issuance of "Notice of Intent to Award" between 8:30 a.m. to 4:30 p.m. at:

Milwaukee County Department of Health and Human Services
Contract Administration
1220 W Vliet Street, Suite 109
Milwaukee, WI 53205

Proposers should schedule inspection reviews with Cleo Stewart, at 414-289 5980 to ensure that space is available for the review.

3.6 PROTEST AND APPEALS PROCESS

Only unsuccessful proposer(s) are allowed to file an appeal. On demand by such appellant(s), DHHS may provide the summary score(s) of evaluation panel, but in no case will the names of panel members be revealed. "Notice(s) of Intent to Protest," and Protest(s), must be made in writing. The protest must be as specific as possible and should identify deviations from published criteria or Milwaukee County Code of General Ordinances, Milwaukee County Board Resolutions, rules or other procedures that are alleged to have been violated.

The written "Notice of Intent to Protest" must be filed with:

Dennis Buesing, Contract Administrator
Milwaukee County
Department of Health and Human Services
1220 W. Vliet Street, Suite 109
Milwaukee, WI. 53202

and received in his office no later than five (5) working days after the "Notices of Intent to Award" are issued. No protest can be filed unless a "Notice of Intent to Protest" is filed per the above timeline. Late filing of such "Notice of Intent to Protest" will invalidate the protest.

The actual written Protest(s) should be filed with Lisa Marks, Interim Director, Department of Health and Human Services, 1220 W. Vliet St. Suite 301, Milwaukee, WI 53205, and received in her office no later than five (5) working days from the date of receipt by the department of a valid "Notice of Intent to Protest." Late filing of the Protest will invalidate the protest

The decision of the DHHS Director will be binding. A proposer may challenge the decision of the Director, per the process in Section 110 of the Milwaukee County Code of General Ordinances. DHHS may proceed to contract with the Proposer(s) selected even if an appeal is still pending if it is in the best interest of Milwaukee County to do so.

3.6 Time period for retention of unsuccessful proposals and scoring

DHHS will destroy all unsuccessful proposals after the period of appeal has passed and if no appeal is pending at that time. The detailed and summary proposal review scoring sheets will be retained per Milwaukee County retention policy.

MANAGEMENT SERVICES

SECTION 4

TECHNICAL REQUIREMENTS

SECTION 4. TECHNICAL REQUIREMENTS

These Requirements are for submitting a proposal to the Department of Health and Human Services (DHHS). The DHHS reserves the right to add terms and conditions to the RFP as necessary.

This section contains Mandatory Requirements that the successful Proposer(s) are required to provide or agree to at NO cost to DHHS. Proposers who cannot, or will not, meet all of these requirements may be disqualified on the grounds of noncompliance.

ACCEPTANCE-REJECTION

Milwaukee County reserves the right to accept or reject any or all Proposals, or to waive any requirement(s), as deemed to be in the best interests of Milwaukee County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signing and submitting a bid/proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to award, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

DEVIATIONS AND EXCEPTIONS

Submission of a proposal by Proposer shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise in the attached "Statement of Deviations and Exceptions" (*see Appendices*). The DHHS reserves the right to reject or waive disclosed deviations and exceptions.

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the attached "Statement of Deviations and Exceptions" (*see Appendices*) and attached to the Cover Letter (*Item 1*). In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Proposers shall be held liable.

SECTION 4, PART 1

TECHNICAL REQUIREMENTS

AGENCY APPLICATION INSTRUCTIONS and FORMS

APPLICATION CONTENTS – I. INITIAL SUBMISSION

This content summary sheet must be attached immediately after the cover letter.

<u>Technical Requirements</u>		<u>Application</u>	
		Check Each Item Included	Page # of Application
<u>Item #</u>	<u>Item Description</u>		

INTRODUCTION

1	Cover Letter		
2	Application Summary Sheet		

SECTION 2, RFP INFORMATION – NO SUBMISSIONS REQUIRED

SECTION 3, PROPOSAL SELECTION AND AWARD PROCESS – NO SUBMISSIONS REQUIRED

SECTION 4, PART 1 – AGENCY APPLICATION – To be completed for ALL proposals:

	Application Contents		
3	Authorization To File		
5	Board of Directors, Owners, Stockholders Demographic Summary		
6	Ownership, Independence and Governance		
7	Agency Owners/Stockholders/Officers		
10	Licenses and Certificates		
11	Indemnity, Data And Information, and HIPAA Compliance Statement		
13a	Related Party Disclosure		
13b	Employee Hours-Related Organization Disclosure (Form 2C)		
14	Conflict Of Interest & Prohibited Practices Certification		
15	Equal Employment Opportunity Certificate		
16	Equal Opportunity Policy		
	Audit Hotline Flyer (for posting)		
17	Certification Statement Regarding Debarment And Suspension		
18	Additional Disclosures		
19	Certification Regarding Compliance With Background Checks - Caregiver		
20	Cultural Diversity and Cultural Competence		
21	Civil Rights Compliance Plan		

SECTION 4, PART 2 – PROGRAM APPLICATION

26	Agency Employee Hours and Salaries (Forms 2 and 2A)		
27	Employee Demographics Summary (Form 2B)		
30	Contract Organizational Chart for Proposed Service		

SECTION 4, PART 3 – OVERVIEW OF PROPOSAL REVIEW PROCESS – To be completed for ALL proposals. Proposals should specifically address points being evaluated.

31a	Principal Service Provider's name & credentials		
31b	Principal Service Provider's resume		
32	Principal Service Provider's experience		
33	Time Schedule and Fee for Services		

SECTION 5 – PROGRAM REQUIREMENTS – No Submissions Required

SECTION 6 – DISADVANTAGED BUSINESS UTILIZATION - SUBMIT FORMS AS REQUIRED

SECTION 7 – APPENDICES

Agency attests that all items and documents checked are complete and included in the application packet.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

SAMPLE COVER LETTER

ITEM #1

(ON VENDOR LETTERHEAD)

DATE:

Ms. Lisa Marks, Interim Director
Milwaukee County Department of Health and Human Services
1220 West Vliet Street, Suite 301R
Milwaukee, WI 53205

Dear Ms. Marks:

I am familiar with the *"Year 2010 Professional Services Contracts Program Guidelines and Technical Requirements"* set forth by the Milwaukee County Department of Health and Human Services and am submitting the attached proposal that, to the best of my knowledge, is a true and complete representation of the requested materials.

Sincerely,

Authorized Signature _____

Title _____

Name of Agency _____

YEAR 2010 APPLICATION SUMMARY SHEET

Item 2

Agency _____ Agency Director _____

Name of parent company and/or affiliated enterprises if agency is a subsidiary and/or affiliate of another business entity _____

Address _____
(Street) (City) (State) (Zip)

Contact Person _____

Telephone# _____ Email _____

Agency Fiscal Period _____ Federal ID Number _____
(Mo/Day/Year-Mo/Day/Year)

Please complete the following information for each 2010 program proposed in your application. Program name, and if applicable, a program number must be assigned to each program. This application must include programs from only one division. In order to apply for programs from more than one division, a separate, complete application must be submitted for each division.

Division: BHD ☐ DCSD ☐ DSD ☐ Housing ☐ MSD ☐

(REFER TO TABLE OF CONTENTS IN PROGRAM REQUIREMENTS FOR PROGRAM NUMBER & NAME)

A. Program Number: _____ **Program Name:** _____

Continuation _____ Expansion _____ New _____

2009 Funding: _____ 2010 Request: _____

Site(s):

(1) _____ (3) _____

(2) _____ (4) _____

B. Program Number: _____ **Program Name:** _____

Continuation _____ Expansion _____ New _____

2009 Funding: _____ 2010 Request: _____

Site(s):

(1) _____ (3) _____

(2) _____ (4) _____

C. Program Number: _____ **Program Name:** _____

Continuation _____ Expansion _____ New _____

2009 Funding: _____ 2010 Request: _____

Site(s):

(1) _____ (3) _____

(2) _____ (4) _____

THIS SHEET MUST BE ATTACHED TO THE TOP OF THE APPLICATION PACKAGE.. PLEASE DUPLICATE AS NEEDED.

YEAR 2010 AUTHORIZATION TO FILE RESOLUTION
(Applicable for Non-Profit and For-Profit Corporations Only)

Item 3

This is to certify that at the _____ (Date) meeting of the Board of
Directors of _____ (Agency Name), the
following resolution was introduced by _____ (Board
Member's Name),
and seconded by: _____ (Board Member's Name), and
unanimously approved by the Board:

BE IT RESOLVED, that the Board of Directors of _____
(Agency Name) hereby authorizes the filing of an application for the Year 2010
Milwaukee County Department of Health and Human Services (DHHS) funding.

In connection therewith,

_____ (Name and Title)

and _____ (Optional Name(s) and Title) is (are)
authorized to negotiate with Milwaukee County DHHS staff.

In accordance with the Bylaws (Article _____, Section _____) of _____
_____ (Agency Name),

_____ (Name and Title)

and _____ (Optional Name(s) and Title) is (are)

authorized to sign the Year 2010 Professional Services Contract.

Name: _____
(Signature of the Secretary of the Board of Directors)

Printed Name: _____

Date: _____

**YEAR 2010 BOARD OF DIRECTORS/AGENCY OWNERS/STOCKHOLDERS
DEMOGRAPHICS SUMMARY**

ITEM # 5

Ethnicity	Female	Male	Handicapped
Asian or Pacific Islander			
Black			
Hispanic			
American Indian or Alaskan Native			
White			
Totals			

A "handicapped individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);
2. Has a record of such impairment, or;
3. Is regarded as having such impairment.

Ethnicity is defined as:

1. Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
2. Black: All persons having origins in any of the Black racial groups of Africa.
3. Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries).
4. American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
5. White: All persons who are not Asian or Pacific Islander, Black, Hispanic, American Indian or Alaskan Native.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

YEAR 2010 BOARD OF DIRECTORS OWNERSHIP, INDEPENDENCE, AND GOVERNANCE (Applicable to for profit and nonprofit Corporations Only) **ITEM # 6**

Please list the current board members and indicate the office title, term, percentage of ownership interest (applicable for for-profit corporations only), amount of prior year's distributions or dividends (applicable for for-profit corporations only), whether the board member receives any compensation from the agency, and whether the board member can be considered independent. "Independent" board members include individuals (1) who are not compensated by the organization as an employee or independent contractor; (2) whose compensation is not determined by individuals who are compensated by the organization; (3) who do not receive, directly or indirectly, material financial benefits from the organization except as a member of the charitable class served by the organization; and (4) who are not related to (as a spouse, sibling, parent or child), or do not reside with, any individual described above.

In addition, a resume must be submitted for each board member. The resume should describe the board members' education and experience in financial literacy, as applicable.

Board Member Name	Office Title	Term	% Ownership	Amount Distributions/ Dividends (\$)	Compensated? (Yes/No)	Independent? (Yes/No)	Resume Attached

Are positions of Agency Head (e.g. President, Chief Executive Officer, Executive Director, etc.), Board Chair, and Treasurer held by separate individuals?

- ☐ Yes
☐ No

If agency is a **non-profit** corporation with fewer than five board members, explain the rationale for the number of board members, and indicate what, if any, compensatory controls are in place to mitigate self-dealing and other potential abuses by the Board.

YEAR 2010 AGENCY OWNERS/STOCKHOLDERS/OFFICERS

ITEM # 7

(applicable to all organizations)

Please list each agency owner, stockholder, officer, LLC manager, Partner, and/or LLC member, and indicate the office title and total compensation., In addition, for For-profit organizations also provide the percentage of ownership interest, amount of prior year's distributions or dividends from the agency during the prior year. Please note that only those stockholders holding twenty percent or greater interest must be listed. *This Item applies to both For-profit and Non-profit agencies.*

Name	Stockholder/Owner/LLC Member / Partner® Officer/LLC Manager Status	Office Title	% Owner-ship	Amount of Distributions/ Dividends (\$)	Total Compensation (\$)*
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				

*Total Compensation should reflect amount reported on IRS Form W-2 and 1099.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Licenses and Certifications –

Submit a copy of each license or certification required to provide the service for which you are requesting funds and copies of any notices of noncompliance or restrictions.

**YEAR 2010 INDEMNITY, DATA & INFORMATION
SYSTEMS COMPLIANCE, HIPAA**

Indemnity/Insurance

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

Provision for Data and Information Systems Compliance

Contractor shall utilize computer applications in compliance with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications.

Health Insurance Portability and Accountability Act

The contractor agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the contractor provides or purchases with funds provided under this contract.

Authorized signature _____ Date _____

Agency _____

INSURANCE

ITEM #12

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability (**which includes board, staff, and volunteers**), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any billable purpose related to the provision of the proposed services, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

TYPE OF COVERAGE	MINIMUM LIMITS
<u>Wisconsin Workers' Compensation</u>	Statutory or Proof of all States Coverage
<u>Employer's Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General and/or Business Owner's Liability</u>	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
<u>Automobile Liability</u>	
Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Professional Liability

To include Certified/Licensed Mental Health And AODA Clinics and Providers and	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate
Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655	As required by State Statute Wisconsin Patient Compensation Fund Statute
Any non-qualified Provider under Sec 655 Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made or Occurrence)	\$1,000,000 Per Wisconsin Occurrence/Claim \$3,000,000 Annual Aggregate
Other Licensed Professionals	\$1,000,000 Per Occurrence \$2,000,000 Annual aggregate or Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with "additional insured" endorsement are:

1. Transport companies insured through the State "Assigned Risk Business" (ARB).
2. Professional Liability where additional insured is not allowed.

Contractor shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Contract Administrator named as the "Certificate Holder") shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Provider's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER

Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street, Suite 109
Milwaukee, WI 53205

If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date, Provider shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Provider.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance required.

All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.

Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 North Ninth Street
Milwaukee, WI 53233

YEAR 2010 RELATED PARTY DISCLOSURES

Item 13a

Milwaukee County Employee

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2007, 2008 and 2009 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2007 Wages	2008 Wages	2009 Wages

☐ **No employment relationship with current or former Milwaukee County employees (within 3 years) exists.**

Related Party Relationships

The agency rents from or contracts with a person who has ownership or employment interest in the agency; serves on the Board of Directors; or is a member of the immediate family of an owner, officer, employee, or board member? ☐ Yes ☐ No

If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, owner, officer, or member of the immediate family of any board member, stockholder, owner or officer, holds interest in firms or serves on the board from which materials or services are purchased by the agency, its subsidiaries, or affiliates. "Immediate family" means an individual's spouse or an individual's relative by marriage, lineal descent, or adoption who receives, directly or indirectly, more than one-half of his/her support directly from the individual or from whom the individual receives, directly or indirectly, more than one-half of his/her support.

Name	Relationship	% or Estimated Income

**FORM 2C - YEAR 2010 EMPLOYEE HOURS - RELATED ORGANIZATION
DISCLOSURE** *ITEM # 13b*

For each employee of your agency who works for more than one related organization which may or may not be under contract to Milwaukee County, the total number of weekly hours scheduled for each affiliated corporate or business enterprise must be accounted for by program/activity.

“Related Organization” is defined as an organization with a board, management, and/or ownership which is (are) shared with the applicant organization.

Employee Name	Related Organization/ Employer	Program/Activity	Total Weekly Hours

Please check the statement below, sign and date the form if the above condition does not exist.

_____ No employee of the agency works for more than one related organization that may or may not be under contract to Milwaukee County.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Interest in Contract

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

Interest of Other Public Officials

No member or the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

Prohibited Practices

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, "No person may offer to give any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

Said chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

Where Agency intends to meet its obligations under this or any part of this Request For Proposal through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this Request For Proposal.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

**YEAR 2010 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS**

Item 15

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify),(Henceforth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the vendor's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

If a current plan has been filed, indicate where filed _____ and the year(s) covered _____.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____, 20____ by: Firm Name _____

By _____ Address _____
(Signature)

Title _____ City/State/Zip _____

_____ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. _____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. _____. Ms./Mr. _____ may be reached during week days at _____.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer)

(Title)

(Date)

This Policy Statement shall be posted in a conspicuous location.

Department of Audit Hotline

Milwaukee County has set up the Department of Audit Hotline to be the primary conduit for concerned employees, citizens, and contractors to communicate allegations of fraud, waste and abuse involving County government. Milwaukee County's resolution states, in part,

"all department heads and administrators of Milwaukee County are hereby directed to provide information regarding Milwaukee County Department of Audit Fraud Hotline to all professional service and construction contractors when they commence work for Milwaukee County and, further, that instructions and bulletins shall be provided to said contractors that they post this information in a location where their employees will have access to it and provide said information to any and all subcontractors that they may retain; and

...Milwaukee County funded construction and work sites shall also have posted the bulletin that the Department of Audit has developed which provides the Fraud Hotline number and other information and the Department of Public Works shall inform contractors of this requirement"

A Hotline bulletin is attached. Please distribute the revised bulletin to contractors as contracts are let or renewed and also post it prominently at all County employee work locations associated with your organization (See flyer under Appendices).

Certified that, the copies of Audit Hotline poster have been posted at the prominent locations within our organization.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

CERTIFICATION STATEMENT**DEBARMENT AND SUSPENSION**

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

ADDITIONAL DISCLOSURES

ITEM # 18

1. Has your organization or any representative, owner, partner or officer ever failed to perform work awarded or had a contract terminated for failure to perform or for providing unsatisfactory service?

☐ Yes ☐ No If yes, on a separate page please provide a detailed explanation.

2. Within the past five (5) years, has your organization or any representative, owner, partner or officer (collectively "your company") ever been a party to any court or administrative proceedings or disciplinary action, where the violation of any local, state or federal statute, ordinance, rules, regulation, or serious violation of company work rules by your Company was alleged?

☐ Yes ☐ No If yes, on a separate page, please provide a detailed explanation outlining the following:

- Date of citation or violation
- Description of violation
- Parties involved
- Current status of citation

3. Within the past 5 years has your organization had any reported findings on an annual independent audit?

☐ Yes ☐ No If yes, on a separate page, please provide a detailed explanation.

4. Within the past 5 years, has your organization been required to submit a corrective action plan by virtue of review or audit by independent auditor, or any governmental agency or purchaser of services?

☐ Yes ☐ No If yes, on a separate page please provide a detailed explanation including if the corrective action has been accepted by the purchasing agency and completely implemented? If not, please explain remaining action required by purchasing agency.

5. Have you, any principals, owners, partners, shareholders, directors, members or officers of your business entity ever been convicted of, or pleaded guilty, or no contest to, a felony, serious or gross misdemeanor, or any crime or municipal violation, involving dishonesty, assault, sexual misconduct or abuse, or abuse of controlled substances or alcohol, or are charges pending against you or any of the above persons for any such crimes by information, indictment or otherwise?

☐ Yes ☐ No If yes, on a separate page, please provide a detailed explanation.

ADDITIONAL DISCLOSURES CERTIFICATION

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

CERTIFICATION STATEMENT

RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS

(Applies to all agencies with employees who meet the definition of "caregiver", per definition below)

Contract agencies and agencies with which the DHHS has reimbursable agreements shall certify, by written statement, that they will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS13, Wis. Admin. Code *State of Wisconsin Caregiver Program* (all are online at <http://www.legis.state.wi.us/rsb/code.htm>). Agencies under contract shall conduct background checks at their own expense.

DEFINITION: EMPLOYEES AS CAREGIVERS (Wisconsin Caregiver Program Manual, <http://dhfs.wisconsin.gov/caregiver/pdffiles/Chap2-CaregiverBC.pdf>)

A caregiver is a person who meets all of the following:

- is employed by or under contract with an entity;
- has regular, direct contact with the entity's clients or the personal property of the clients; and
- is under the entity's control.

This includes employees who provide direct care and may also include housekeeping, maintenance, dietary and administrative staff, if those persons are under the entity's control and have regular, direct contact with clients served by the entity.

This is to certify that _____
(Name of Agency/Organization)

is in compliance with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program*

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Cultural Diversity and Cultural Competence : Milwaukee County Department of Health and Human Services (DHHS) is committed to the goal of cultural diversity and cultural competence in the workplace. DHHS considers the composition of ethnic/racial and gender makeup a high priority as it relates to board membership and staff positions of agencies and organizations receiving contract awards for the provision of human services.

Board members and staff must be able to serve a culturally diverse population in a manner that reflects culturally competent decision making and service delivery.

For the purposes of this application, the definitions of cultural diversity and cultural competence are:

Cultural Diversity – The presence of individuals and groups from different cultures. Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values, and racial and ethnic identity.

Cultural Competence - A set of congruent behaviors, attitudes, practices and policies formed within a system, within an agency, and among professionals to enable the system, agency and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include valuing diversity, understanding the dynamics of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

CULTURAL COMPETENCE

ITEM # 20

Describe your proposed strategy for developing and maintaining Cultural Competence. Please provide specific examples of existing and/or proposed policies, procedures, and other practices promoting Cultural Competence. Identify specific actions taken by your agency during the previous year, if any, geared toward increasing Board and/or Staff diversity.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Civil Rights Compliance Plan - Consistent with the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development and the Department of Health and Family Services, all applicants who are awarded contracts must complete and submit a Civil Rights Compliance Plan (CRCP), within 120 days of effective date of contract. The effective date of contracts, unless indicated otherwise, will be January 1st, 2010, making CRCPs due no later than 4:30 p.m. on April 30th, 2010. This is mandatory for all agencies that meet the criteria listed below. If Contractor has submitted the CRCP to the State as well, the State letter indicating approval of the Plan should be included in the Milwaukee County submission, and will be accepted in lieu of the CRCP plan itself.

Entire Civil Rights Compliance Plan

- **Agency has 25 employees AND**
- **Agency has \$25,000 of combined revenues from Purchase of Service Contracts and/or Fee For Service Agreement and/or Professional Services Agreements**

Affirmative Action Plan	Exemption from Submitting Affirmative Action Plan (DOA 3024)	Equal Opportunity Policy	LEP Policy Statement	Discrimination Compliant Forms & Process	DOA Forms (Only if contracting directly with the State)
✓	✓ Applicable if agency has achieved balanced workforce, or has undergone an audit of its Affirmative Action Program within the last year. (Follow additional documentation guidelines set forth in DOA 3024.)	✓	✓	✓	✓ DOA Forms 3067 – Notice to Vendor Filing Information 3023 – Vendor's Sub-contractor's List

Letter of Assurance (must conform with format on State website listed below)

- **Agency has less than 25 employees OR**
- Does not have combined revenue of \$25,000 from Milwaukee County Purchase Of Service Contracts, Professional Services Agreements, or Fee for Service Agreement

Letter of Assurance	CRCP Cover Title Page	Request for Exemption from Submitting Affirmative Action Plan (DOA 3024)
✓	✓	✓

Completion forms, instructions, sample policies and plans are posted on the State website at:

http://dwd.wisconsin.gov/det/civil_rights/plans_instructions.htm or
<http://dhs.wisconsin.gov/civilrights/>

SECTION 4, PART 2

TECHNICAL REQUIREMENTS

PROGRAM APPLICATION

INSTRUCTIONS and FORMS

COMPLETE PART 2 FOR EACH PROGRAM

A separate PART 2, PROGRAM APPLICATION, must be completed **for each program/contract** for which an agency is requesting funds. Agencies are required to submit a separate program design section for each program.

NOTE: Forms 2, 2A, 2B and 2C, are linked with one another (as applicable) and are located at:

<http://county.milwaukee.org/RFPInformation111327.htm>

FORMS 2, 2A - AGENCY EMPLOYEE HOURS AND SALARIES

Item 26

FORMS 2, 2A – INSTRUCTIONS FOR MANUAL COMPLETION OF FORMS

Use Form 2A only if an agency has fourteen (14) or fewer employees. For agencies with more than fourteen (14) employees, use multiple copies of Form 2 with Form 2A as the final page.

Column 1 - Position Title

Enter the title of each position with any portion of its time directly allocated to a Behavioral Health, Disabilities Services, Delinquency and Court Services, Housing and/or Management Services Division program/contract. **There should be one entry per employee.**

Do not include information for Control Account Number 9200, Administrative Costs (Indirect Costs). If a position is vacant, list the title of the position and "vacant" under it.

Column 2 - Code

Refer to Form 3S (Anticipated Program Expenses Supplementary Sheet), Control Account No. 7000 and use the same number as the last digit of the Sub-Account Number which corresponds to the Account Description of salaries. (Example: 1 for Executive Salaries, 2 for Professional Salaries, 3 for Clerical Staff Salaries, 4 for Technical Salaries, 5 for Maintenance Employee's Wages, 6 for Temporary Clerical Help, 7 for Student Stipends, and 8 for Other Staff Salaries . If an employee is included in more than one sub-account, use the primary sub-account number.)

Column 3 - Ethnic/Race and Gender Codes

In column 3 enter the code representing the race or ethnicity of the employee.

Ethnic/Race Codes:

A: Asian or Pacific Islander
B: Black
H: Hispanic
I: American Indian
W: White

Gender Codes:

F: Female
M: Male

These classifications are uniform throughout the State Department of Health and Family Services and have been negotiated between the DHHS Affirmative Action/Civil Rights Compliance Office and the various Federal Offices of Civil Rights.

Value Definitions are:

Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian subcontinent, or the Pacific Islands. These include, for example, China, Japan, Korea, the Philippine Islands and Samoa.

Black: All persons having origins in any of the Black racial groups of Africa.

Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries.)

American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal association or community recognition.

White: All persons who are not Asian or Pacific Islander, Black, Hispanic, or American Indian or Alaskan Native.

Enter the letter "h" next to the ethnic code for any handicapped employee.

A "handicapped individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any persons who:

1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working);
2. Has a record of such impairment, or;
3. Is regarded as having such impairment.

Column 4 - Hours Per Week - Annual Salary

Enter total number of hours worked per week for the agency, and the annual salary.

Columns 5 through 9

Salaries must be allocated by specific division programs, and by each disability/target group population, and by hours per week and yearly dollar amounts.

After all salaries are listed on Forms 2 and 2A, subtotal each column on Form 2/2A and calculate the percentage of fringe benefits and add to the subtotal. The column subtotals are carried forward to Form 3, 7000 salaries and 7100 Employee Health and Retirement Benefits, and Form 3S by Sub-Account, using Column 2 to determine the Sub-Account breakdown. If you have more programs than will fit on a page, use a separate sheet for each disability/target group.

FORM 2B - YEAR 2010 EMPLOYEE DEMOGRAPHICS SUMMARY

Item 27

Complete for each program within each disability/target group as listed in Columns (5)-(9) of Form 2. For each program, summarize by position code, as listed in Column 2 of Form 2, the number of full-time equivalent employees in every demographic code combination listed in Column 3, Form 2.

Calculation to determine the number of full-time equivalents (FTE's) assigned to provide the service:

1. Determine the number of hours a full-time employee is required to work per week. This number, usually 40, becomes the denominator. *
2. For each program, Form 2/2A, Columns 5-9, summarize by position code, Form 2/2A, Column 2, and Employee Demographic Code, Form 2/2A, Column 3, the total number of hours worked by position code and employee demographic code. This number becomes the numerator.
3. Divide the total number of hours worked per position code and employee demographic code by the number of hours a full-time employee is required to work to arrive at the number of FTE's (by position code and employee demographic code) working in a program.

Program	Position Code (Column 2, Form 2 Code)	Employee Demographics	Number of FTEs

*If full-time equivalents (FTE's) are not based on 40 hours per week, specify:
_____ hours/week.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

CONTRACTOR ORGANIZATIONAL CHART FOR PROPOSED SERVICE

Item 30

Provide an organizational chart which shows, in detail, position titles and reporting relationships within the specific contract/service being proposed. Include all positions for which funding is being requested.

Program Narrative - see Section 4, Part 3

Items 31 - 33

Identify the name and number of the program/service for which you are requesting funding as it is identified in the *Year 2010 Professional Services Agreement Guidelines, Program Requirements* (Section 5).

Provide a narrative describing your service. Refer to the *Year 2010 Professional Services Agreement Guidelines, Program Requirements Section 5* for all the required service components for the contract/service you are proposing.

Describe the agency's ability and experience in providing the contracted service; and, for human service providers, the agency's experience serving the targeted populations if applicable. Include any existing agency contracts/services utilizing a similar service delivery system and the number of years the program has been in operation.

SECTION 4, PART 3

TECHNICAL REQUIREMENTS

OVERVIEW OF PROPOSAL REVIEW PROCESS

PROPOSAL REVIEW EVALUATION CRITERIA

QUALITY ASSURANCE

I. Overview of the Request for Proposal Evaluation Process

More than one (1) person shall evaluate all proposals. Oral presentations may be used to supplement the written proposal if it is determined it will assist in the evaluation procedure. The firms to be invited to make an oral presentation can be determined after the initial review and ranking of the proposals based on the criteria outlined in the RFP.

EVALUATION OF PROPOSALS

Proposals submitted to provide accounting, auditing and audit review services will initially be ranked based on the following criteria:

1. REQUIRED INFORMATION

A proposal lacking criteria, information or assurances required by this RFP may be rejected or removed from the evaluation process or returned to the applicant at the discretion of the Department.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION (0-10 points)

The proposal should include DBE participation as required by Chapter 42 of the Milwaukee County Ordinances and detailed in Section VI of this RFP. The proposal shall also address the issues of diversity and cultural competence as demonstrated through the applicant's policies, actions, employees, Board/Owner(s)/LLC Member demographics, and minority business certifications from other certifying bodies.

3. QUALIFICATIONS - (0-20 Points)

Items 31a & 31b

In the Qualifications section of the proposal, the applicant/individual has the opportunity to furnish credentials of the principal accountant providing the services. The applicant should provide the name, credentials and resume of the principal person providing the services as well as information addressing his/her professional experience as an accountant, an auditor, and an audit reviewer. In addition, knowledge of governmental and nonprofit accounting principles, auditing, general accounting principles, financial/budget analysis as well as proficiency in use of data processing methods and software applications could be included in this section. Applicant must be able to demonstrate evidence of up-to-date maintenance of AICPA and Yellow Book CPE requirements. Full points will be given to applicant meeting minimum requirements for this criterion. In the event of a tied score for this criterion, the applicant with "preferred" or "desired" qualifications, or qualifications considered "a plus" will be awarded two (2) additional bonus points for this criterion.

4. EXPERIENCE - (0- 40 Points)

Item 32

In the Experience section of the proposal, the applicant/individual has the opportunity to describe in greater detail (than the Qualifications section) the principal service provider's professional experience as an accountant, an auditor, and an audit reviewer; knowledge of and experience in governmental and nonprofit accounting and auditing as well as experience in the application of data processing methods of accounting and proficiency in use of other software applications.

As part of Experience, the proposal may also include information that supports the applicant's ability to analyze data; to perform accounting and auditing functions, to prepare written reports; to review audits; and, to effectively and cooperatively assist and direct others. In the event of a tied score for this criterion, the applicant with “preferred” or “desired” experience, or experience considered “a plus” will be awarded four (4) additional bonus points for this criterion..

The proposal could include the following drafted or prepared by the principal service provider:

- a. a written plan for conducting compliance and fiscal reviews of independent CPA audit reports;
- b. a written plan for performing compliance, quality and fiscal site audits of human service contractor and provider agencies;
- c. correspondence/reports prepared by the service provider which includes an analysis, compilation of findings, calculations and recommendations;
- d. copies of previously prepared audit reports related to certified audits, program audits, limited scope reviews and site audits or other agreed upon procedures;
- e. copies of previously prepared data/statistical, fiscal and/or budget analysis reports or other special assignments or projects.
- f. letters of support relative to work experience;
- g. references.

5. TIME SCHEDULE AND FEE FOR SERVICES - (0-30 Points)

Item 33

The Time and Fee for Services information should indicate the time schedule in hours, days, weeks and months that the principal accountant is available to provide the services. The applicant should also indicate the fee or rate per hour of service provided under the Professional Service Agreement. The applicant proposing the lowest hourly rate will be awarded full points for this criterion. The applicant proposing the highest hourly rate will be awarded zero points for this criterion. All other applicants will be scored on a prorata basis based on the difference between the low and high bid. In the event of a tied score for this criterion, the applicant with the best availability will be awarded three (3) additional bonus points. The Department has tentatively allocated \$75,091 in its budget for this contract. The amount of work will depend upon the hourly wage and the needs of the Department. The Department makes no guarantee or representation that the firm or individual under contract to perform this work will receive the entire amount of this allocation.

TOTAL POSSIBLE SCORE 100 POINTS

DEPARTMENT OF HEALTH AND HUMAN SERVICES
QUALITY ASSURANCE

When an applicant has been awarded a contract, all application material submitted is organized into an agency master file that becomes part of the contract with the Department of Health and Human Services. The master file is also the primary source document for each agency contract and is an integral part of ongoing quality assurance activities. Once the master file is established, it is the contractor's responsibility to automatically update any information contained therein at the time any change/revision occurs.

Quality assurance activities help to ensure the appropriate expenditures of public funds and the provision of quality services. Quality assurance activities may include, but are not limited to:

- Review of annual and semi-annual evaluation reports submitted by the agency.
- Sampling of clients/participants served through participant interviews, client interviews, surveys/questionnaires, case file reviews, and/or service verification.
- On-site verification of compliance with the posting of the following documents: (a) participant/client rights, (b) non-discrimination policies.
- On-site monitoring of compliance with governmental and contractual requirements related to the provision of services.
- On-site monitoring of a contractor's organization and management structure, fiscal accountability and/or verification of services provided.

MANAGEMENT SERVICES

SECTION 5

PROGRAM REQUIREMENTS

**Management Services Division, Program No. MSD001 PROFESSIONAL
ACCOUNTING, AUDITING and AUDIT REVIEW SERVICES**

INTRODUCTION

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified persons interested in providing accounting, internal and external auditing, and audit review services, under a Professional Service Agreement in 2010, to the Contract Administration section of the Management Services Division.

BACKGROUND

The function of Contract Administration is to coordinate and monitor contract related activities for the Department of Health and Human Services Disability Services, Delinquency and Court Services, Housing and Behavioral Health and Management Services Divisions; and, to serve as fiscal liaison between the Department and human service purchase and professional service contractors. In the year 2009, the Department entered into hundreds of contractual relationships including purchase of service contracts and professional and fee-for-service agreements. Contract Administration is responsible for the following:

- to prepare, coordinate and publish RFP guidelines for purchase of service, Community Based Residential Facility (CBRF), and professional service contracts;
- to prepare, process and distribute purchase, CBRF, and professional service contracts and contract amendments;
- to develop and implement operating policies and procedures governing the content and language of DHHS contracts and fee-for-service agreements, and monitor and analyze contracts for compliance with governmental laws, rules and regulations, and County and departmental policies and procedures;
- to produce and distribute monthly contract monitoring reports which monitor expenditures and payments;
- to organize and maintain application material into a masterfile system;
- to monitor contractor and provider compliance with governmental and contractual requirements, and departmental policies and procedures;
- to review annual certified audits of human service contractors and fee-for-service providers. This includes: performing compliance reviews and fiscal reviews of certified audit reports; preparing correspondence; responding to phone calls, and meeting with contract representatives and their auditors when requested;

- to prepare reports for and disseminate information to DHHS divisions and other County departments;
- to direct and oversee the quality assurance planning, auditing and monitoring activities of agencies and organizations that have contractual relationships and fee-for-service agreements (on provider networks) with the DHHS;
- to develop, implement and coordinate the education, monitoring and training of DHHS personnel, contractors, providers and consumers;
- to conduct on-site fiscal and compliance audits of agencies and organizations that have contractual relationships with the DHHS, and issue audit reports, recommendations and corrective actions for distribution to contractor and provider agencies and DHHS program division administrators;
- to evaluate agencies' audit responses and/or corrective action plans, and communicate the outcome to contractors and providers as well as the DHHS program divisions and make recommendations regarding the status of agencies in terms of compliance, probation, etc.;
- to design, develop, implement and direct the Department's internal audit quality assurance and compliance review procedures as request by the director and/or division administrators
- to coordinate and work with the Milwaukee County Department of Audit on audit and quality assurance related issues;
- to consult and work with Milwaukee County Corporation Counsel and Risk Management on RFP and contract provisions and other matters regarding potential litigation or prosecution, or requiring legal interpretations, language, decisions, opinions, etc.;
- to coordinate with federal and state funding and regulatory agencies and other DHHS representatives to establish, develop and maintain high quality assurance standards, service descriptions, indicators, measures and outcomes for the DHHS client service purchase systems;
- to prepare special informational and statistical reports and work on special projects for the State, the County Board and other County departments and divisions when requested. Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of Contract Administration to perform analyses, prepare reports and complete projects in a timely manner. This may involve large data files and data collection and/or the development of sophisticated databases or other software program to analyze data;

- to serve as fiscal liaison with human service purchase agencies; accounting staff; DHHS divisional program administrators; other County departments, and federal and state funding agencies.

DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED

1. Review of Contract and Provider Agency Audits

It is necessary that Contract Administration utilize the services of a Certified Public Accountant (CPA) consultant to review human service purchase agency certified audit reports for compliance with contractual requirements and governmental rules and regulations. The reviews help to ensure that conditions of the contract are met; the reviews also provide information regarding the financial status of the agency or contractor.

Certified audit reports are required (and submitted to Milwaukee County) under purchase contracts and fee-for-service agreements. State law and state audit guidelines require the county to review audits of all agencies and organizations under a human service contractual relationship with the County in the amount of \$25,000 or greater. [Wisconsin Statutes Section 46.036(4)(c)] Audit reports are due 180 calendar days after an agency's fiscal year closing or an agreed upon extension date not approved beyond September 30th of the subsequent year. (Audits for 2008 contract agencies filing on a calendar year fiscal period are due June 30, 2009). Audit reviews and the resolution of audit/fiscal issues from the prior years involve ongoing activities that continue into the next calendar year.

The CPA consultant must be able to perform compliance reviews and fiscal analysis; possess knowledge of personal computer techniques and software programs; prepare correspondence; respond to inquiries; participate in meetings; and, assist in maintaining departmental records and systems.

To maintain consistency and continuity in contacts with our contract agencies and providers, independent auditors and DHHS staff, the Department requests that the proposer identify the principal person to perform these services. The individual so designated shall possess at a minimum the qualifications and skills specified in the Qualifications section of this program) The person performing the services must be available on a continuous basis, five (5) days a week, as the review process involves ongoing communication and interaction with others as well as participation in meetings.

Information related to audits and the audit review process is sensitive and confidential in nature and cannot be taken outside of the Department. Accordingly, the reviews must be conducted in an office in the Contract Administration area. The Department of Health and Human Services will maintain ownership and physical custody of all review papers, audit work papers, notes, memoranda and other miscellaneous documents and information generated in the course of the review process. However, the Department may agree to make the above noted documents available to Contractor, at the Contractor's request, if said documents are shown to be relevant or necessary for insurance purposes, or for any litigation, investigation or inquiry by a professional organization of Certified Public Accountants.

The audit review services shall include:

- a. Development of a plan for conducting compliance and fiscal reviews that includes tracking and identifying agencies from whom audits are due and analysis of waiver requests, review for completeness of required elements, compilation of issues and findings, calculation of fiscal recoveries, and making recommendations in a concise and logical format to be used for a report or a letter.

COMPLIANCE REVIEW: Review of the content of the remaining 2007 and 2008 (and possibly earlier up to 2005 for 2010 as audit reviews can be performed within 4 years from the end of fiscal year or submission of audit report which ever is later.) independent CPA audit reports of human service provider agencies for compliance with contractual requirements and governmental rules and regulations. Draft letters to inform agency regarding requests for additional information and notification of instances of non-compliance or other issues identified in review of the audit and follow up existing correspondence for prior years.

FISCAL REVIEW: Reconciliation of the remaining 2007 and 2008 (and possibly earlier up to 2005 for 2010 as audit reviews can be performed within 4 years from the end of fiscal year or submission of audit report which ever is later) independent CPA audit reports of human service provider agencies, by program, with payments actually made by County and allowable expenses incurred by the agency. Prepare spreadsheet and calculation of amounts due and draft letter to inform agency of fiscal recovery showing the calculations of recovery and reconciliation to the audit report and follow up existing correspondence and recoveries for prior years.

OTHER DUTIES:

- Attend and participate in meetings related to contract activities and audit issues when requested.
- Respond to inquiries related to governmental rules and regulations, contract compliance and audit issues.
- Prepare the Contract Monitoring Report of provider payments from various departmental divisions and provider networks, identify providers who owe DHHS an audit based on state criteria or can be granted a waiver. Develop and update waiver application in fill-able PDF format based on the most recent state risk evaluation guidelines for granting waivers. Review and approve waiver applications and extension requests for waiver or submission of audit report
- Prepare special reports on particular audits when requested.
- Perform other activities as requested.

2. Assist, manage and/or supervise and conduct on-site field audits of provider agencies that have entered into a contractual relationship with the DHHS.

In assisting/managing the site audit activities, the CPA consultant shall:

- a. Assist the DHHS QA/Program Staff and/or participate to develop, establish and update methodologies for agency and service/program risk assessment to identify high-risk agencies and services, and selection of providers for site audits
- b. Assist the DHHS QA/Program Staff and/or participate to develop, establish and update methodologies to identify and quantify appropriate audit sampling methods that can extrapolate audit findings to the entire population.
- c. Assist the DHHS QA/Program Staff and/or participate to analyze and develop new auditing procedures and methodologies that will maximize the efficiency of audit staff and available resources with the effect of increasing the level of monitoring and the number of agencies being monitored.
- d. Assist the DHHS QA/Program Staff and/or participate to analyze, develop and establish auditing procedures, audit programs and audit work papers to maximize the efficiency and accuracy of field audits.
- e. Assist the DHHS QA/Program Staff and/or participate to coordinate with federal and state funding, regulatory agencies and other DHHS representatives to establish, develop and maintain quality assurance standards, service/program descriptions, indicators, measures and outcomes for the DHHS client service purchase systems.
- f. Assist the DHHS QA/Program Staff and/or participate to establish policies and procedures for the fee-for-service networks that ensure a basis for accountability and compliance with grantor rules and regulations, and contractual requirements.
- g. Assist the DHHS QA/Program Staff and/or participate to oversee the design, review, preparation and issuance of audit reports, recommendations and corrective actions for distribution to provider and contract agencies and DHHS program division administrators.
- h. Assist the DHHS QA/Program Staff and/or participate to oversee the design, review, preparation and issuance of fiscal audit finding spreadsheets or other fiscal analyses and calculations for distribution to provider and contract agencies and DHHS program division administrators.
- i. Assist the DHHS QA/Program Staff and/or participate to evaluate the adequacy of an agency's audit response or corrective action plan, and oversee communication of outcomes to provider and contract agencies and DHHS program divisions.

- j. Assist the DHHS QA/Program Staff and/or participate to make recommendations regarding fiscal recoveries, repayment plans and the status of agencies/providers.
 - k. Perform other duties as requested.
3. **Design, plan, implement, direct/manage and/or conduct internal departmental audits and oversee the Department's internal audit, quality assurance and compliance review procedures as request by the Director, Contract Administrator and/or division administrators.** Typically, this requires research, discovery, design and development of audit and data collection tools, planning and scheduling of staff and resources, oversight of field work, analysis and summary of findings, analysis of cause, effect and recommendations on corrective measures and follow up on implementation of corrective actions.
 4. **Provide technical assistance to potential applicants and contract and provider agencies when requested.** Typically, this requires answering questions pertaining to fiscal/budget issues; contract compliance issues; audit waiver issues, and financial statement/audit compliance issues. Meetings may be scheduled for this purpose, but generally technical assistance is provided over the phone.
 5. **Provide technical assistance to Contract Service Coordinators (CSC) when requested,** in development, modification or updating of providers' monthly Revenue and Expenses report analysis worksheet and provide assistance in monthly billing analysis when requested.
 6. **Participate in application and budget reviews.** Program administrators and coordinators often request the assistance of an accountant to participate on a review panel. This may involve the review of program and budget information, which has been submitted for funding. Though the annual RFP involves the largest budget and number of contracts, DHHS announces RFP's throughout the year, which requires review by an accountant. Budget reviews of proposals submitted for funding are also a part of the accounting services required in the early part of the calendar year.
 7. **Take the lead in the preparation of special informational and statistical reports, and work on special projects that may be requested by the State, the County Board, the Director of the DHHS and/or other County departments.** Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of Contract Administration to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program, spreadsheets or databases to analyze data.
 8. **Perform a critical review of and make recommendations for revisions in contract language and application items when necessary.** In addition to Purchase of Service Contracts, various types of fee-for-service agreements and other agreements are continuously being developed, revised and refined by the DHHS divisions and provider networks.

The accounting consultant is responsible for developing and implementing operating policies and procedures governing the content and language of DHHS contracts and fee-for-service agreements, and monitoring and analyzing contract language for compliance with governmental laws, rules, regulations, policies and procedures.

9. Perform other duties as requested.

QUALIFICATIONS OF THE ACCOUNTANT PROVIDING THE SERVICES

- Knowledge of and experience in governmental and non-profit accounting and review of independent audit reports is required. Requires up-to-date maintenance of AICPA and Yellow Book CPE requirements.
- Possession of a bachelor's degree/or equivalent with a major in accounting, finance or business administration, and licensed to practice as a Certified Public Accountant (CPA) by the State of Wisconsin is required.
- Seven (7) years of professional experience as an accountant; and at least three (3) years of experience reviewing provider agency audits reports for compliance with OMB A-133 and the *Provider Agency Audit Guide* for the State of Wisconsin, Wisconsin counties, or municipalities is required.
- Three (3) years of experience assisting and supervising field audit staff in planning, conducting and reporting on external audits/site reviews of organizations that provide care and human services; Past experience conducting other governmental and quasigovernmental fiscal and compliance audits, preferred.
- Knowledge of health and human service programs and experience planning, conducting and supervising internal quality assurance and programmatic reviews and internal compliance audits, a plus.
- Requires knowledge of Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS) and Wisconsin *Provider Agency Audit Guide*.
- Requires knowledge of federal and state cost principles as they relate to OMB Circular A-122, *Cost Principles for Non-Profit Organizations*; OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*; OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and Federal Acquisition Regulations (FAR) at 48 CFR part 31, *Contract Cost Principles and Procedures* and Wisconsin *ACPM*.
- Requires knowledge of the principles, practices and procedures of general accounting and financial/operational analyses.

- Requires familiarity with data processing methods used in accounting, and proficiency in the application of computer techniques and software programs, particularly in the following programs and applications: Advance working knowledge of Microsoft Word 2000 and 2007 (including forms, protected field forms and documents, mail merge, advance format techniques, etc); advanced working knowledge of Microsoft Excel 2000 and 2007 (including preparing and using complex pivot tables, IF functions, lookup functions, complex formulas and protected forms and tables, etc); advanced working knowledge of Microsoft Access 97, 2000 and 2007 (including development of databases from scratch, writing complex queries, developing user friendly input forms and reports, etc,) , advanced knowledge of Microsoft PowerPoint 2000 (including ability to develop presentations from scratch, work with backgrounds and transitions, and other features etc.); ability to work with Adobe Professional Version 8 to prepare and convert from other applications fill-able PDF forms and other applications of forms; In addition, working knowledge of Crystal Reports Version 11 to extract and present report from MS Access and other applications and working knowledge of IBM Lotus Notes Version 6.5, and experience working with IBM SCRIPTS, a plus;
- Requires ability to compile and objectively analyze very large volumes of data, and large databases to reach valid and supportable conclusions;
- Ability to prepare and present oral and written reports and recommendations;
- Ability to effectively manage/plan multiple projects and efficiently manage and direct accounting and auditing staff;
- Experience and proficiency doing research using the internet;
- Should not be a CPA who has signed or performed work as a partner or employee of a firm that has performed audits of DHHS contractor/provider agencies for the years 2005, 2006, 2007, 2008 and 2009 or has participated in the audit of Milwaukee County during this same period;
- Ability to work effectively and cooperatively with the public, contract agencies and department administrators and staff.

TIMEFRAME OF CONTRACT

It is expected that the individual under contract to provide professional accounting, auditing and audit review services will begin on or about **January 1, 2010** and end on **December 31, 2010**. However, if agreed to by both parties, the contract may be extended for two additional one-year periods with rate increases in the subsequent years limited by the rate of inflation in the prior calendar year.

COMPENSATION

Under a Professional Service Agreement, Milwaukee County will agree to pay the firm/individual providing the accounting, auditing and audit review services an hourly rate for any and all hours worked as requested by County. The Department has tentatively allocated \$75,091 in its budget for this contract. The amount of work will depend upon the hourly rate and the needs of the Department. The applicant's requested hourly rate should be submitted in the proposal.

Payment for these services under this agreement will be made upon presentation of a written, monthly professional services expense report on such forms and in such detail as may be required by the County. The Department makes no guarantee or representation that the firm/individual under contract to perform this work will receive the entire amount of this allocation.

CONFLICT OF INTEREST

Due to a potential conflict of interest, firms, organizations and/or individuals who have performed audits of DHHS contractor/provider agencies for the years 2005, 2006, 2007, 2008 and 2009, or have participated in the audit of Milwaukee County during this same period, are not eligible to receive a contract award to provide accounting, auditing, and audit review services, either as a prime contractor, or subcontractor. Further, upon selection, the firms, organizations and/or individuals recommended must give assurance that they will not perform any audit of DHHS contractor/provider agencies or Milwaukee County during the period that the contract is in force. This applies to the original contract period January 1, 2010 to December 31, 2010 and any extensions in the future two years.

RIGHT OF TERMINATION

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon thirty (30) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this agreement, or (3) violation of the provisions of this agreement, or for any other reason which in the judgment of the County makes it necessary or desirable to terminate this agreement.

CONTRACT RENEGOTIATION

The Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in the Contract.

INDEPENDENT CONTRACTOR

Nothing contained in the Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into the Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

SUBCONTRACTS

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

CONTRACT APPROVAL

As set forth in section 56.03, Milwaukee County Code of General Ordinances, for a professional services contract with a value of fifty thousand dollars (\$50,000.00) or more, approval by the county board is required. The contract must be approved by the Office of Corporation Counsel prior to execution. All contracts will be reviewed and approved, in writing, by the county's Risk Manager for financial responsibility and liability management, including appropriate insurance provisions and modifications in indemnity agreements.

ASSIGNMENT LIMITATION

The contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party should assign its obligations under the contract without the prior written consent of the other.

COVER PAGE - A cover page should accompany each proposal that identifies the name and program number of the service, and the name and title of the individual who should be contacted if clarification of the proposal's contents is necessary. In addition to the name of the contact person, the cover page should also include the full address of the person, the telephone number, as well as the Federal Identification Number of the business, or the Social Security Number of the service provider if the Contractor is an individual.

MANAGEMENT SERVICES

SECTION 6

COMMUNITY BUSINESS DEVELOPMENT PARTNERS PROCEDURES AND FORMS

Instructions for completing CDBP Forms

What follows is some general advice on completing Community Business Development Partners forms, as applicable. In all cases, the interpretation of the CDBP office regarding the applicability of individual forms takes precedence.

The Department of Health and Human Services (and all of its Divisions) has the goal of involving Disadvantaged Business Enterprises as defined by County Ordinance Chapter 42 in every Professional Service Contract in the amount of at least 17 percent of the total contract. DBE participation can take the form of direct subcontracting of contracted services, or can take the form of indirect services purchased by the contractor (such as printing and supplies, accounting or other professional services, office supplies, etc.).

Generally, proposers should complete forms found in this section under the following circumstances:

When completing your proposal: Complete Form DBD-014PS, “Commitment to Subcontract with DBE Firms” after you have identified a DBE firm to subcontract with or to buy supplies or services from. If bids were received from several subconsultants, complete DBD-002PS, “Subconsultant Information Sheet.” If you have tried unsuccessfully to find a DBE partner agency, complete DBD-001PS, “Certificate of Good Faith Effort.” These forms should be submitted with your proposal.

After Contract Award: Any additions or corrections to the above forms should be made and submitted to DHHS Contract Administration.

With each Billing or Invoice: Contractors with identified DBE subcontractors should complete DBD-016PS, “DBE Utilization Report” and submit it with each invoice.

At Contract Completion (Final Invoice): At the time that the contractor submits the final invoice for payment, Form DBD-018PS must be completed in cooperation with any DBE subcontractors used in the project. Final invoices received on contracts that have identified DBE subcontractors will not be paid until this form has been received by DHHS Contract Administration.

What follows on the next 3 pages is the Community Business Development Partner’s more detailed instructions on the DBE process and Professional Service Contracts.

PROFESSIONAL SERVICE REQUEST FOR PROPOSALS (RFP)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
SPECIFICATIONS
(US DOT and Milwaukee County Funded Projects)

1. The successful consultant/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this contract.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that contractor/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014) form; or
 - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the contractor/service provider must submit the Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation with their proposal.
3. The efforts employed by the contractor/service provider should be those that one could reasonably expect a contractor/service provider to take if the contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)
4. In the event the CBDP Office determines that the contractor/service provider has failed to meet the GFE requirements, the contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office
City Campus, Room 830
2711 West Wells Street
Milwaukee, WI 53208
5. Prime contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002PS form**), a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the contractor/service provider is not able to meet the DBE goal the Contractor /

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

service provider must submit a complete Certificate of Good Faith Efforts (**DBD-001 form**) and all relevant documentation. The Commitment to Subcontract to DBE Firms (**DBD-014 form**) must contain the following information (see **form DBD-014** for additional details):

- a. Names of DBE(s) firms(s) being considered for utilization.
 - b. Description of services that will be provided by the DBE(s).
 - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
6. When evaluating a contractor's proposed DBE commitment (**DBD-014PS form**), Milwaukee County reserves the right to request any documentation from both the prime contractor and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.
7. The contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to, DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contractor/service provider and DBE sub-contractor(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
- a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the contractor/service provider from the list of qualified contractor/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of contractor/service provider's bad faith.
 - d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
9. **DBE Participation Goal:** Each prime contractor/service provider shall utilize DBE firms to a minimum of 17% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to

DBE Firms (DBD-014 form). Contractors/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.

10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the Commitment to Subcontract to DBE Firms form and counted towards the DBE requirements on his project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by CBDP. The directory can be viewed at www.milwaukeecounty.org, do a search for "vendor", scroll down and double click on "Certified Vendor List" then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County certified DBE firms. If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form or Plan shall constitute a written representation and commitment that the prime contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
14. Prime contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime contractor/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports (**DBD-016 form**) must be submitted with the Payment Applications by the successful proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place

during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

16. Final Payment Verification. The successful prime contractor/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018 form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

DBD-013PS Form

Revised 06/01/09

MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
PROVISIONS GOVERNING GOOD FAITH EFFORTS
(Based upon 49 CFR Part 23 and 26, Appendix A, attached)

1. COMMITMENT TO SUBCONTRACT WITH DBE FIRMS FORM (DBE-014PS) AND GOOD-FAITH EFFORTS CERTIFICATE (DBD-001PS).

In the event you are the low bidder/successful proposer you will be so informed in writing promptly after bid/proposal opening/review. As indicated in the bid/RFP documents, within three (3) working days of being so notified, you must supply the Commitment to Subcontract with DBE Firms Form (DBD-014PS) which is included with the contract documents. This form is to establish that you have received from the listed DBE contractors signed commitments sufficient to satisfy the DBE goal for that project. If you indicate in this document that you have not met the DBE goal, your bid may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled Certificate of Good-Faith Efforts, DBD-001PS at the time you submit the Commitment to Subcontract with DBE Firms Form.

GOOD-FAITH EFFORT PROCEDURE.

The DBD-001PS form constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of DBE subcontractors. Review and complete it carefully. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in the DBD-001 form. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the DBD-001C form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing, which will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application. You may be represented by counsel if you wish. The hearing officer will be a person who was not involved in evaluating your original bid. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the DBD-001PS form for review by the contracting officer.

GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a contractor who was actively and aggressively seeking to engage DBE subcontractors. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder/proposer's DBD-001PS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the bidder/proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

CONSEQUENCES OF YOUR FAILURE TO PRACTICE GOOD FAITH EFFORTS.

If the hearing officer(s) determine(s) that your DBE participation effort lacked good faith efforts, the contracting department may reject your proposal.

If you have any questions about the good-faith effort process, please contact the Milwaukee County Community Business Development Partners (CBDP) Office at 414-278-5248.

APPENDIX “A” TO 49 CFR PART 26
GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

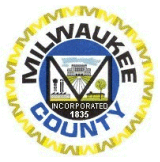
III. The Department also strongly cautions Milwaukee County against requiring that a bidder/proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- F. Negotiating in good faith with interested DBEs.

- (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
- J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.



**MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP)
OFFICE
CERTIFICATE OF GOOD FAITH EFFORTS**

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts.

Failure to implement “good faith” efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

I hereby certify that I have utilized comprehensive “good faith” efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Subcontract Work Items

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

- 1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?**

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of the Milwaukee County's Community Business Development Partners (CBDP) Office used to assist in the recruitment of DBE firms?

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the contractor:

8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested DBE Firms

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract proposal. Also, provide a brief explanation of why any of these DBE project quotes were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN)

) ss

COUNTY OF _____)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Bidder/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

**GOOD-FAITH EFFORTS WAIVER DENIAL
REQUEST FOR ADMINISTRATIVE HEARING**

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on _____. A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a portponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF _____, HEREWITH
REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE
COMPANY'S GOOD-FAITH EFFORTS WAIVER REQUEST.**

DATE: _____

SIGNATURE: _____

TITLE: _____

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____ **DBE Goal:** _____ (*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE _____ Total % _____

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm _____ (Phone No. _____) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative _____ Print/Type Name of Authorized Representative _____ Date _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Signature of Notary Public _____ State of _____, My Commission expires _____.

[SEAL]

CBDP APPROVAL:

Signature _____ Date _____

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CDBP USE ONLY: (A) \$ _____
(V) \$ _____

Total % _____

CBDP APPROVAL:

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

Signature _____

Date _____

Form DBD-014PS

PLEASE SEE BACK FOR INSTRUCTIONS AND ADDITIONAL REQUIREMENTS

Rev. 03/05/04

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
COMMITMENT TO SUBCONTRACT TO *DBE* FIRMS FORM
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

INSTRUCTIONS:

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

ADDITIONAL INFORMATION/REQUIREMENTS:

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE.

By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.

VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.

4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248

DBD-014

Revised 03/05/04

DISADVANTAGED BUSINESS ENTERPRISE PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT*

NAME OF CONSULTANT _____ TELEPHONE NO. () _____
 ADDRESS _____ CITY _____ STATE _____ (ZIP CODE) _____
 PROJECT TITLE _____ PROJECT # _____
 TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD \$ _____ CONTRACT % COMPLETE _____
 TOTAL DBE CONTRACT \$ AMT _____ TOTAL DBE PAYMENT YTD \$ _____ DBE % COMPLETE _____ **
 COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. _____
 REPORT FOR THE PERIOD FROM: _____ TO: _____ 200 _____ FINAL REPORT: () Yes () No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: _____ Approved by: _____
 (Name & Title)

*Directions for completion of report - see reverse side
 **If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

Form DBD-016PS FORM

Rev. 03/05/04

DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subcontractants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subcontractant for the period being reported.
19. The total dollar amount paid to each DBE subcontractant to date (cumulative). As an example--if the report covers the first payment to a DBE subcontractant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subcontractant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248

D-016PS FORM

Rev. 03/05/04

MILWAUKEE COUNTY
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION

“DBE” SUBCONSULTANT PAYMENT CERTIFICATION

This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants.

County Department Issuing Contract/Project_____

Contract/Project Title_____

DBE Firm: _____

Project No. _____ **Project Name:** _____

***SECTION (A) DBE COMPANY COMPLETES IF FINAL PAYMENT

HAS

 BEEN RECEIVED**

I hereby certify that our firm received \$_____ total payment for subcontract work on the above reference Milwaukee County project or contract.

Date_____, 20____

***SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL PAYMENT

HAS NOT

 BEEN MADE TO DBE SUBCONTRACTORS AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of \$_____ to _____ upon receipt of payment from Milwaukee County for subcontract work on the above referenced project.

Date_____, 20____

(Prime Contractor's Signature)

(Print Name & Title)

(DBE Subcontractor Signature)

(Print Name & Title)

MANAGEMENT SERVICES

SECTION 7

APPENDICES

SECTION 7. APPENDICES

- Department of Audit Hotline Flyer



MILWAUKEE COUNTY GOVERNMENT

H O T L I N E

**Ph: (414) 93-FRAUD – Fax: (414) 223-1895
(933-7283)**

Write: Department of Audit Hotline- 2711 W. Wells St., 9th Floor, Milwaukee, WI 53208
Website: my.execpc.com/~milcoaud

A service of the Milwaukee County Department of Audit

For Reporting:

- **Concerns over inefficient Milwaukee County government operations**
- **Incidents of fraud or waste in County government**
- **Ideas for improving efficiency and/or effectiveness of services**

CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES

----- Other Numbers -----

Milwaukee County:		Sheriff's Department -	
Aging - Elder Abuse Helpline	289-6874	Community Against Pushers	273-2020
		(Anonymous Drug Reporting)	
Child Support - TIPS Hotline		Guns Hotline	278-4867
(Turn in Parents for Support)	278-5222	W-2 Fraud	289-5799
District Attorney -		City of Milwaukee:	
Consumer Fraud Unit	278-4585	Fraud Hotline	286-3440
Public Integrity Unit	278-4645	State of Wisconsin:	
Mental Health -		Child Abuse or Neglect Referrals	220-7233
Crisis Hotline	257-7222	Federal:	
Crisis Hotline (TTY/TDD)	257-6300	Food Stamp Fraud	1-800-424-9121
		Medicare Fraud	1-800-447-8477
		NEW! Stimulus Package Fraud	1-800-424-5454

(4/6/09)